

THE STATE OF TEXAS §

PERFORMANCE BOND

Bond No.

COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ County,
Texas, hereinafter referred to as CONTRACTOR, and _____,
a corporation organized under the laws of the State of _____ and authorized to
do business in the State of Texas, hereinafter referred to as "SURETY", are held
and firmly bound unto _____,
hereinafter referred to as OWNER and the CITY OF ARLINGTON, a municipal
corporation located in Tarrant County, Texas, hereinafter referred to as CITY, in
the penal sum of _____
_____ DOLLARS (\$ _____),
lawful money of the United States of America, to be paid in Arlington, Tarrant
County Texas, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and
severally; and firmly by these presents, the condition of this obligation is such
that,

WHEREAS, CONTRACTOR entered into a certain contract with _____
_____, dated the _____ day of _____,
_____, in the proper performance of which the CITY has an
interest, a copy of which is attached hereto and made a part hereof, for the
construction of:

NOW THEREFORE, if CONTRACTOR shall well, truly and faithfully perform and
fulfill all of the undertakings, covenants, terms, conditions and agreements of said
contract in accordance with the plans, specifications and contract documents
during the original term thereof, and any extension thereof which may be granted
with or without notice to SURETY, and during the life of any guaranty required
under the contract, and shall also well and truly perform and fulfill all the
covenants, terms, conditions and agreements of any and all authorized
modifications of said contract that may hereafter be made, notice of which
modifications to SURETY being hereby waived, then this obligation shall be void,
otherwise to remain in full force and effect; and in case said CONTRACTOR shall

fail to do so, it is agreed that CITY may do said work and supply such materials and charge the same against said CONTRACTOR and SURETY on this obligation, and said CONTRACTOR and SURETY hereon shall be subject to the liquidated damages mentioned in said contract for each days' failure on its part to comply with the terms of said provisions of said contract.

Provided, further, that if any legal action is filed on this Bond, venue shall lie in Tarrant County, Texas.

And, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Dallas Counties to whom any requisite notice may be delivered and on whom service or process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day
of _____, _____.

WITNESS

Signature

Print Name and Title

Company Name

Address

City State Zip Code

CONTRACTOR

Signature

Print Name and Title

Company Name

Address

City State Zip Code

WITNESS

Signature

Print Name and Title

Company Name

Address

City State Zip Code

SURETY

Signature

Print Name and Title

Company Name

Address

City State Zip Code

The Resident Agent of the SURETY in either Tarrant or Dallas County, Texas, for delivery of notice and service of process is:

Name _____
Address _____

Note: Date of Bond must not be prior to date of contract. The effective date of this Bond shall be the date of acceptance of said public improvements by the Department of Public Works of the City of Arlington.